

Ex. M-L(g)

Account statement to Moore

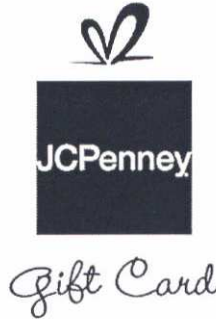
## CONFIDENTIAL INFORMATION

# The JCPenney Gift Card

give them something to remember!

in stores, [jcp.com](http://jcp.com) &  
1-800-222-6161

Terms and conditions are applied to Gift Cards/e-Gift Cards.



JCPenney

CRAIG N MOORE  
Account Number: 476 284 138 71

Visit us at [jcp.com/credit](http://jcp.com/credit)  
Customer Service: 1-800-527-3369  
P.O. Box 981131 El Paso TX 79998-1131

Summary of Account Activity		Payment Information	
Previous Balance	\$504.03	New Balance	\$0.00
- Other Credits	\$504.03	Minimum Payment This Period	\$168.00
<b>New Balance</b>	<b>\$0.00</b>	Amount Past Due	\$0.00
Credit Limit	\$280.00	Total Minimum Payment Due	\$168.00
Available Credit	None	Payment Due Date	06/11/2010
Statement Closing Date	06/07/2010	<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.00.	
Days in Billing Cycle	28		

## Transaction Summary

Tran Date	Reference Number	Balance Type	Description of Transaction or Credit	Amount
06/07	F911900HE00999990	R	CHARGE OFF ACCOUNT-PRINCIPALS	(\$209.03)
06/07	F911900HE00999990	R	CHARGE OFF ACCOUNT 'FINANCE CHARGES'	(\$295.00)
<b>Fees</b>				
<b>TOTAL FEES FOR THIS PERIOD</b>				<b>\$0.00</b>
<b>Interest Charged</b>				
06/07			Interest Charge on Purchases	\$0.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>\$0.00</b>

## 2010 Totals Year-to-Date

Total Fees Charged in 2010	\$117.00
Total Interest Charged in 2010	\$53.87

## Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charged	Balance Method
Regular	NA	29.99%	\$0.00	\$0.00	E

PLEASE NOTE YOUR MAILED PAYMENT MUST BE RECEIVED BY 5 P.M. (ET) OR YOUR IN-STORE PAYMENT MUST BE RECEIVED DURING STORE HOURS ON THE DUE DATE.

**NOTICE:** Your payment may be converted into an electronic debit. See reverse for details, Billing Rights Information and other important information.

PLEASE DETACH AND RETURN THIS STUB WITH YOUR CHECK PAYABLE TO GEMB.

Account Number: 476 284 138 71

Total Minimum Payment Due	Amount Past Due	Payment Due Date	New Balance
\$168.00	\$0.00	06/11/2010	\$0.00

FILL IN TOTAL PAID

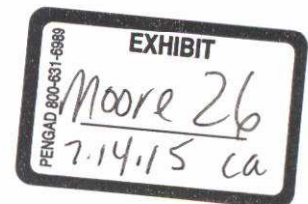
\$          

New address or email? Print changes on the back.



CRAIG N MOORE  
25 CRATER LAKE DR  
CORAM NY 11727-2096

P.O. Box 960090  
Orlando FL 32896-0090



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Agoado et al v Midland Funding LLC et al, 2:14-cv-00018-LDW-ARL, EDNY (P&amp;P #M326572)

The More You Shop, The More You Save. **CONFIDENTIAL INFORMATION****JCPenney Privilege® Gold Card!**

- JCPenney Privilege Savings Certificate(s)
- Birthday Reward Certificate

**JCPenney Privilege® Platinum Card!**

- ID Theft Protection\*
- jcp.com & catalog Free Shipping Event(s)\*\*

**Please visit [jcp.com/credit](http://jcp.com/credit) to learn more about the JCPenney Privilege® Program**

\*Spend \$500 or more on merchandise or services with your JCPenney Card over 2 or more unique shopping days in each calendar year to earn or maintain JCPenney Privilege® Gold status. Spend \$1,000 or more on merchandise or services with your JCPenney Card over 2 or more unique shopping days in each calendar year to earn or maintain JCPenney Privilege® Platinum status. We reserve the right to change or cancel the JCPenney Privilege® Program at any or all of its benefits at any time without notice. If your account is not in good standing and/or you no longer meet our credit criteria, you may be ineligible for the JCPenney Privilege® Program and/or unable to take advantage of JCPenney Privilege® Program promotions. The JCPenney Privilege® Program is available only while you are a resident of the contiguous 48 United States, Puerto Rico and Alaska.

**ID Theft Protection:** Identify theft insurance underwritten by subsidiary or affiliates of Chartist, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage is not available in New York and may not be available in other jurisdictions.

Call 1-800-527-7717 to learn more and receive a summary description of this benefit.

\*\***jcp.com & catalog Free Shipping Event(s):** Residents of Alaska and Puerto Rico are not eligible for the jcp.com & catalog free shipping benefit. Other restrictions apply, see special offer for complete details.

Cardmember benefits are subject to change or cancellation at any time without notice.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: GE Money Bank, Attn: Bankruptcy Dept., P.O. Box 103104, Roswell, GA 30076.

**Your account is owned and serviced by GE Money Bank.** For complete terms and conditions of your account, consult your Credit Card Agreement.

**Customer Service/Questions:** For account information, please call the toll free number on the front of this statement. Unless your name is listed on this statement, your access to information or the account may be limited. You may also mail questions (but not payments) to: P.O. Box 981131, El Paso, TX 79998-1131. Please include your account number on any correspondence you send to us.

**Payments:** Send payments to the address listed on the remittance portion of this statement or pay online.

**Notice:** See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 981403, El Paso, TX 79998-1403.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit in the amount of your check or instrument to your account. Your check or instrument will not be returned to you by us or your bank. Your bank account may be debited as early as the same day we receive your payment. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope—not the enclosed window envelope, addressed to: P.O. Box 530945, Atlanta, GA 30353-0945 and not the Payment Address.**

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at: GE Money Bank, P.O. Box 981403, El Paso, TX 79998-1403 or complete and mail or fax the Dispute Form found at [www.jcp.com/credit](http://www.jcp.com/credit). In your letter, give us the following information: • **Account information:** Your name and account number. • **Dollar amount:** The dollar amount of the suspected error. • **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: • We cannot try to collect the amount in question, or report you as delinquent on that amount. • The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. • While you do not have to pay the amount in question, you are responsible for the remainder of your balance. • We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3) You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at: P.O. Box 981403, El Paso, TX 79998-1403 ([www.jcp.com/credit](http://www.jcp.com/credit)). When we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Information About Payments:** You may pay more than the Total Minimum Payment at any time. Payments received after 5:00 PM (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment: (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) is not accompanied by your payment stub. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment cannot be "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at: P.O. Box 981403, El Paso, TX 79998-1403.

**Credits To Your Account:** An amount shown in parentheses is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Telephone Monitoring:** To ensure that you receive accurate and courteous customer service, your telephone calls with us may be monitored by our employees, agents or representatives and you agree to this monitoring.

**Credit Reports and Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at: P.O. Box 981402, El Paso, TX 79998-1402. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report, to us as well. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Information About Interest Charges:** Returned Check Fees, Late Payment Fees and Insurance premiums, if applicable, are not included in the balance subject to Interest Charge for Methods A, B, C and D. Returned Check Fees and Late Payment Fees (but not insurance premiums) are included in the balance subject to Interest Charge for Method E.

**A.** The balance subject to Interest Charge is your Average Daily Balance. To get this balance, we first determine the daily balances for the billing cycle by taking the opening balance each day which includes any unpaid periodic interest charges, subtract any payments and credits, and add any new purchases. We then add all the daily balances and divide this total by the number of days in the cycle, which gives us your Average Daily Balance. However, there will be no balance subject to Interest Charge for a billing cycle if there is no previous balance on your Account for the billing cycle or the sum of your payments and credits on your account during the billing cycle is at least equal to the previous balance. Any Average Daily Balance of less than zero will be treated as zero. **B.** The same as Method A, except unpaid interest charges are not included in the beginning balance. **C.** The same as Method A, except new purchases are not included in the daily balance. **D.** The same as Method C, except unpaid interest charges are not included in the beginning balance. **E.** The same as Method A, except that each day we multiply the daily balance by the daily periodic rate to obtain interest charges for that day, and add it to the daily balance. This gives us the day's closing balance and will be the opening balance for the following day. At the end of the billing cycle, we add up the daily interest charges to get the total periodic interest charge for the billing cycle. You can determine this interest charge by applying the daily periodic rate to the balance subject to interest charge multiplied by the number of days in the billing cycle. Any Daily Balance of less than zero will be treated as zero.

Balance type on the face of this statement refers to the following payment method: R=Regular Charge; M=Major Purchase Charge; C=Commercial. You can request to receive statements in Spanish by calling customer service number at 1-800-542-3800.

**Hearing Impaired:** TDD users call 1-800-444-1732.

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**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement. In addition, information about you and your Account is furnished to JCPenney and its affiliates and licensees as provided in your Credit Card Agreement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

By providing a telephone number or my account, I consent to GE Money Bank and any other owner or servicer of my account contacting me about my account, including using any contact information or call phone numbers I provide, and I consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting me, even if I am charged for the call under my phone plan.

Please print changes of address, phone number, and/or email below.

Name \_\_\_\_\_  
Street \_\_\_\_\_  
Address \_\_\_\_\_  
City, State \_\_\_\_\_  
Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
E-mail \_\_\_\_\_

Home Phone # \_\_\_\_\_ Business Phone # \_\_\_\_\_ Cell No. or other phone # we can use to contact you \_\_\_\_\_ Email Address \_\_\_\_\_

BY PROVIDING YOUR EMAIL ADDRESS, YOU AGREE TO RECEIVE EMAIL COMMUNICATION ABOUT YOUR ACCOUNT AND ALSO GIVE PERMISSION FOR US TO PROVIDE YOUR EMAIL ADDRESS TO JCPENNEY SO YOU CAN RECEIVE SPECIAL OFFERS AND UPDATES.

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**Agodo et al v Midland Funding LLC et al, 2:14-cv-00018-LDW-ARL, EDNY (P&P #M326572)**